

EASTMAN KODAK CO

Filed by
MARX MOSES

FORM SC 13D/A (Amended Statement of Beneficial Ownership)

Filed 05/03/17

Address	343 STATE ST ROCHESTER, NY 14650-0910
Telephone	7167244000
CIK	0000031235
Symbol	KODK
SIC Code	3861 - Photographic Equipment and Supplies
Industry	Household Electronics
Sector	Technology
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 1)*

Eastman Kodak Company
(Name of Issuer)

Common Stock, \$0.01 par value per share
(Title of Class of Securities)

277461 40 6
(CUSIP Number)

Emanuel J. Adler
Blank Rome LLP
405 Lexington Avenue
New York, New York 10174
(212) 885-5000
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

April 24, 2017
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note : Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

1	NAMES OF REPORTING PERSONS. Moses Marx		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)		(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION United States		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 5,988,656 ¹	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 5,988,656 ¹	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,988,656 ¹		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 14.01% ²		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN		

¹ Includes 246,574 shares of Common Stock (as defined in Item 1) and shares underlying 171,440 Warrants (as defined in Item 1) held directly; 3,139,741 shares of Common Stock held by Momar Corporation; 1,519,646 shares of Common Stock and shares underlying 121,626 Warrants held by United Equities Commodities Company; 614,041 shares of Common Stock and shares underlying 5,588 Warrants held by Marneu Holding Company; and 170,000 shares of Common Stock held by 111 John Realty Corp.

² The percentage set forth in Row 13 of this Cover Page is based on the 42,451,096 shares of Common Stock of the Issuer (as defined in Item 1) outstanding as of March 29, 2017, as reported on Form DEF 14A (as defined in Item 5) and is calculated assuming that the Warrants held by the Reporting Person, if any, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS. Momar Corporation		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)		(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 3,139,741	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 3,139,741	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,139,741		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.40% ¹		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO		

¹ The percentage set forth in Row 13 of this Cover Page is based on the 42,451,096 shares of Common Stock (as defined in Item 1) of the Issuer (as defined in Item 1) outstanding as of March 29, 2017, as reported on Form DEF 14A (as defined in Item 5).

1	NAMES OF REPORTING PERSONS. Marneu Holding Company		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)		(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 619,629 ¹	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 619,629 ¹	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 619,629 ¹		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.46% ²		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN		

¹ Includes Shares underlying 5,588 Warrants.

² The percentage set forth in Row 13 of this Cover Page is based on the 42,451,096 shares of Common Stock (as defined in Item 1) of the Issuer (as defined in Item 1) outstanding as of March 29, 2017, as reported on Form DEF 14A (as defined in Item 5) and is calculated assuming that the Warrants (as defined in Item 1) held by the Reporting Person, if any, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS. United Equities Commodities Company	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 1,641,272 ¹
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 1,641,272 ¹
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,641,272 ¹	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.86% ²	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) PN	

¹ Includes shares underlying 121,626 Warrants.

² The percentage set forth in Row 13 of this Cover Page is based on the 42,451,096 shares of Common Stock (as defined in Item 1) of the Issuer (as defined in Item 1) outstanding as of March 29, 2017, as reported on Form DEF 14A (as defined in Item 5) and is calculated assuming that the Warrants (as defined in Item 1) held by the Reporting Person, if any, but no other Warrants, have been exercised.

1	NAMES OF REPORTING PERSONS. 111 John Realty Corp.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)	(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 170,000
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 170,000
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 170,000	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) .40% ¹	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) CO	

¹ The percentage set forth in Row 13 of this Cover Page is based on the 42,451,096 shares of Common Stock (as defined in Item 1) of the Issuer (as defined in Item 1) outstanding as of March 29, 2017, as reported on Form DEF 14A (as defined in Item 5).

1	NAMES OF REPORTING PERSONS. K.F. Investors LLC		
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS)		(a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>
3	SEC USE ONLY		
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) WC OO		
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) OR 2(e) <input type="checkbox"/>		
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York		
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH:	7	SOLE VOTING POWER 606,417	
	8	SHARED VOTING POWER 0	
	9	SOLE DISPOSITIVE POWER 606,417	
	10	SHARED DISPOSITIVE POWER 0	
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 606,417		
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input type="checkbox"/>		
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.43% ¹		
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) OO		

¹ The percentage set forth in Row 13 of this Cover Page is based on the 42,451,096 shares of Common Stock (as defined in Item 1) of the Issuer (as defined in Item 1) outstanding as of March 29, 2017, as reported on Form DEF 14A (as defined in Item 5) and is calculated assuming that the Warrants (as defined in Item 1) held by the Reporting Person, if any, but no other Warrants, have been exercised.

Item 1. Security and Issuer.

This Amendment No. 1 amends the statement on Schedule 13D filed on September 13, 2013 (the "Statement") relating to the common stock, \$0.01 par value per share ("Common Stock"), of Eastman Kodak Company, a New Jersey corporation (the "Issuer"), net-share settled warrants to purchase Common Stock at an exercise price of \$14.93 per share (the "125% Warrants") and net-share settled warrants to purchase Common Stock at an exercise price of \$16.12 per share (the "135% Warrants" and, together with the 125% Warrants, the "Warrants"). The address of the Issuer's principal executive offices is 343 State Street, Rochester, New York, NY 14650.

Item 2. Identity and Background.

(a) This Statement is being filed by Moses Marx, an individual, Momar Corporation, a New York corporation ("Momar"), Marneu Holding company, a New York general partnership ("Marneu"), United Equities Commodities Company, a New York general partnership ("UECC"), 111 John Realty Corp., a New York corporation ("111 John") and K.F. Investors LLC, a New York limited liability company ("KF Investors"). The individual and entities hereinabove set forth (collectively, the "Reporting Persons") are making this single, joint filing because they have agreed to act as a "group" within the meaning of Section 13(d)(3) of the Exchange Act. Information regarding Mr. Marx and Momar in response to Item 2 of Schedule 13D has been previously submitted in the prior filing of this Schedule 13D. Set forth below is such information regarding Marneu, UECC, 111 John and KF Investors. The business address for the persons named in Item 2(a) is 160 Broadway, New York, NY 10038.

(b)-(c)

Marneu is a New York general partnership. Pursuant to Instruction C to Schedule 13D, the general partners of Marneu are Moses Marx and United Equities Realty Associates, a New York general partnership, the general partners of which are Mr. Moses Marx, Dr. Joseph Fink and Mr. Philippe Katz. Mr. Marx holds a direct and indirect 75% general partnership interest in Marneu. Mr. Marx is principally employed as a private investor and his principal business address is 160 Broadway, New York, New York 10038.

UECC is a New York general partnership. Pursuant to Instruction C to Schedule 13D, the general partners of UECC are Mr. Marx, Dr. Fink and Mr. Katz. Mr. Marx holds a 99% general partnership interest in UECC.

111 John is a New York corporation. Pursuant to Instruction C to Schedule 13D, Mr. Marx, Dr. Fink and Mr. Katz comprise the Board of Directors and are President, Treasurer and Secretary, respectively of 111 John.

KF Investors is a New York limited liability company. Pursuant to Instruction C to Schedule 13D, the Manager of KF Investors is Mr. Katz. Mr. Marx has no ownership interest in nor any control of KF Investors.

(d) During the last five years, none of the persons named in Item 2(a) above was convicted in a criminal proceeding, excluding traffic violations or similar misdemeanors.

(e) During the last five years, none of the persons named in Item 2(a) above was a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of which was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

- (f) All individuals named herein are citizens of the United States.

Item 3. Source and Amount of Funds or Other Consideration.

All securities described in this Schedule 13D were acquired by the respective Reporting Persons using their own funds.

Item 4. Purpose of Transaction.

Except as discussed in this Statement, none of the persons named in Item 2(a) above has any present plans or proposals which relate to or would result in any of the following:

- (a) The acquisition by any person of additional securities of the Issuer, or the disposition of securities of the Issuer;
- (b) An extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the Issuer or any of its subsidiaries;
- (c) A sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries;
- (d) Any change in the present board of directors or management of the Issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;
- (e) Any material change in the present capitalization or dividend policy of the Issuer;
- (f) Any other material change in the Issuer's business or corporate structure;
- (g) Changes in the Issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the Issuer by any person;
- (h) Causing a class of securities of the Issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association;
- (i) A class of equity securities of the Issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act; or
- (j) Any action similar to any of those enumerated above.

Item 5. Interest in Securities of the Issuer.

(a)-(b) All percentages set forth in this Schedule 13D are based on the Issuer's 42,451,096 shares of Common Stock outstanding as of March 29, 2017, as reported on the Issuer's Form DEF 14A filed with the Securities and Exchange Commission on April 10, 2017 ("Form DEF 14A"), and are calculated assuming that the Warrants held by the Reporting Persons, but no other Warrants, have been exercised. The Information set forth in rows 7-13 of each Cover Page of this Schedule 13D is hereby incorporated by reference.

Each of the Reporting Persons expressly declares that this filing shall not be construed as an admission that such Reporting Person is, for the purposes of sections 13(d) or 13(g) of the Act, the beneficial owner of any securities covered by this filing other than those reported as owned by such Reporting Person directly.

None of the persons named in Item 2(a) above beneficially own any other shares of Common Stock or Warrants of the Issuer.

(c) On April 24, 2017, pursuant to a Purchase and Sale Agreement entered into on that date (the "Purchase and Sale Agreement"), Marneu purchased 606,000 shares of Common Stock, and KF Investors purchased 606,417 shares of Common Stock, from certain funds managed by BlueMountain Capital Management, LLC, at a purchase price of \$10.75 per share, in private transactions. Except for the shares of Common Stock acquired in the transactions described in this Statement, none of the persons named in Item 2(a) above has effected any transaction in shares of Common Stock during the 60 days preceding the date of this Statement.

(d) Each of the Reporting Persons affirms that no person other than the Reporting Persons has the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Common Stock owned by the Reporting Persons.

(e) It is inapplicable for the purposes hereof to state the date on which the Reporting Persons ceased to be the owners of more than five percent of the Common Stock.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer .

Other than as indicated elsewhere in this Statement, none of the persons named in Item 2(a) above is a party to any contract, arrangement, understanding, or relationship described in Item 6 of Schedule 13D.

Item 7. Material to Be Filed as Exhibits:

Exhibit 1 Purchase and Sale Agreement.

Exhibit 2 Joint Filing Agreement.

Signatures

After reasonable inquiry and to the best of each undersigned's knowledge and belief, each undersigned certifies that the information set forth in this statement is true, complete and correct.

Date: 5/2/17

/s/ Moses Marx
MOSES MARX

Date: 5/2/17

MOMAR CORPORATION

By: /s/ Moses Marx
Name: Moses Marx
Title: President

Date: 5/2/17

MARNEU HOLDING COMPANY

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Partner

Date: 5/2/17

UNITED EQUITIES COMMODITIES COMPANY

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Partner

Date: 5/2/17

111 JOHN REALTY CORP.

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Secretary

Date: 5/2/17

K.F. INVESTORS LLC

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Manager

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this “Agreement”), dated as of April 21, 2017 (the “Effective Date”), is made by and among Blue Mountain Credit Alternatives Master Fund L.P., BlueMountain Distressed Master Fund L.P., BlueMountain Guadalupe Peak Fund L.P., BlueMountain Monteners Master Fund SCA SICAV-SIF, BlueMountain Summit Trading L.P., BlueMountain Credit Opportunities Master Fund I L.P., BlueMountain Kicking Horse L.P., BlueMountain Strategic Credit Master Fund L.P. and BlueMountain Timberline Ltd, on the one hand (each a “Transferor” and, collectively, the “Transferors”), on the one hand (each a “Transferee” and, collectively, the “Transferees”) and MARNEU HOLDING COMPANY and KF INVESTORS LLC , on the other hand (each a “Party” and, collectively, the “Parties” and together with the Transferors, the “Parties” and each a “Party”).

WITNESSETH:

WHEREAS, the Transferors hold, in the aggregate, the 1,212,417 shares of Common Stock, par value \$0.01 per share (the “Shares”) of Eastman Kodak Company (the “Company”), all of which are registered on Form S-3 (the “Registered Shares”), as more particularly detailed on **Schedule A** ; and

WHEREAS, the Transferors desire to transfer 100% of the Shares listed on **Schedule A** (the “Transferred Securities”) to the Transferees in accordance with the terms hereof and the Transferees desire to acquire the Transferred Securities in accordance with the terms hereof (such transactions are hereafter referred to as the “Transfer”).

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the Parties agree as follows:

1. Transfer of Shares. Subject to the terms and conditions of this Agreement, at the Closing (a) the Transferees hereby agree to acquire from the Transferors and the Transferors hereby agree to assign, transfer, and convey to the Transferees all of their right, title and interest in, to, and under the Transferred Securities as more particularly detailed on **Schedule A** ; and (b) the Transferees agree to pay via wire transfer in accordance with Section 2 below to the Transferors an aggregate purchase price of Thirteen Million Thirty-Three Thousand Four Hundred Eighty-Two Dollars and Seventy-Five Cents (\$13,033,482.75) as more particularly detailed on **Schedule A** (the “Purchase Price”) in exchange for the Transferred Securities.

2. Closing. The closing of the Transfer (the “Closing”) shall take place on (a) the third business day following approval by the Company’s transfer agent of the Transfer, or (b) at such other time and date as may be agreed by the Parties. At the Closing, (A) the Transferors shall deliver or cause to be delivered to the Transferees appropriately executed assignments or other instruments of transfer with respect to the Transferred Securities, and (B) the Transferees shall deliver to the Transferors payments, by wire transfers of immediately available funds to accounts designated in writing by Transferees, in amount equal to the Purchase Price. The date on which the Closing occurs is referred to in this Agreement as the “Closing Date”.

3. Representations and Warranties of the Transferees. Each Transferee represents and warrants, as of the date hereof and as of the Closing Date, to the Transferors that: (a) such Transferee has the right, power, and authority to execute, deliver, and fully perform its obligations under this Agreement, without violation of any applicable law, rule, regulation or court order and without the necessity of obtaining any consent or approval from any governmental or regulatory authority; (b) this Agreement has been duly executed and is a binding and valid agreement enforceable against each Transferee in accordance with its terms; (c) such Transferee is an “accredited investor” (as defined in Regulation D promulgated under the Securities Act of 1933, as amended (the “Securities Act”)); (d) such Transferee (i) recognizes that the Transferred Securities are speculative in nature; (ii) has not relied on the Transferors, BlueMountain Capital Management, LLC (“BlueMountain”), any other funds and accounts managed by BlueMountain, any other affiliates of BlueMountain or any of the respective current and former partners, shareholders, members, managers, officers, directors, employees, representatives and agents of any of the foregoing (collectively with the Transferors, the “BlueMountain Persons”) in connection with any securities or tax matters related to the Transfer; (iii) is acquiring the Transferred Securities for its own account for investment purposes and not with a view to the distribution thereof; and (iv) will not sell, transfer, pledge, hypothecate, alienate, or otherwise assign or dispose of the Transferred Securities unless such disposition is registered under the Securities Act or is exempt from registration thereunder; (e) such Transferee has, independently and without reliance upon the Transferors, BlueMountain, any of the other BlueMountain Persons, or any of their respective officers, directors, agents or advisors, and based upon such information concerning the Transfer that such Transferee has obtained from whatever sources it deemed appropriate, reliable and adequate, made its own investment analysis and decision to consummate the Transfer; and (f) such Transferee believes that, by reason of its business and financial experience, it is capable of evaluating the merits and risks of the Transfer and of protecting its own interests in connection with the Transfer.

4. Representations and Warranties of the Transferors. Each Transferor represents and warrants, as of the date hereof and as of the Closing Date, to the Transferees that (a) such Transferor has the right, power, and authority to execute, deliver, and fully perform its obligations under this Agreement, without violation of any applicable law, rule, regulation or court order and without the necessity of obtaining any consent or approval from any governmental or regulatory authority; (b) this Agreement has been duly executed and is a binding and valid agreement enforceable against such Transferor in accordance with its terms; (c) such Transferor owns the Transferred Securities, free and clear of any security interest, lien, charge, or other encumbrance of any nature whatsoever; (d) neither such Transferor nor any person authorized by such Transferor, as agent or otherwise, has offered all or any part of the Transferred Securities for sale to, or solicited offers to buy the same from, any person other than the Transferees; (e) such Transferor has, independently and without reliance upon the Transferees, and based upon such information concerning the Transfer that such Transferor has obtained from whatever sources it deemed appropriate, reliable and adequate, made its own investment analysis and decision to consummate the Transfer; (f) such Transferor believes that, by reason of its business and financial experience, it is capable of evaluating the merits and risks of the Transfer and of protecting its own interests in connection with the Transfer and (g) the Transferors and/or affiliates thereof have negotiated concurrently with this Agreement separate agreements with (i) Southeastern Asset Management, Inc. and/or its affiliates and (ii) George Karfunkel and/or his affiliates, in each case, for the sale of shares of the Company at the same per share purchase price as this Agreement (and, as of the date hereof, such separate agreements have been executed or the Transferors and/or affiliates thereof expect such separate agreements to be executed concurrently with this Agreement or shortly thereafter).

5. Termination. Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated and the Transfer and the other transactions contemplated by this Agreement may be abandoned at any time prior to the Closing:

(i) by unanimous written consent of the Parties; or

(ii) by any Party, if the Closing does not occur on or prior to June 2, 2017 (the “Outside Date”);

6. Further Assurances. Each Party hereby covenants and agrees that it will, at the sole cost and expense of the requesting Party, execute and deliver such documents and take such further actions as another Party may from time to time reasonably request as being necessary or desirable to carry out the intent and purposes of this Agreement.

7. Binding Effect; Governing Law. This Agreement shall bind and benefit the Parties, their representatives, and their permitted assignees and successors in interest. This Agreement shall be construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles of the conflict of laws thereof.

8. Entire Agreement. This Agreement constitutes the entire agreement between the Parties governing this Agreement. This Agreement may be modified, superseded, or terminated only in writing signed by each of the Parties to be affected.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

TRANSFERORS:

Blue Mountain Credit Alternatives Master Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Distressed Master Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Guadalupe Peak Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Monteners Master Fund SCA SICAV-SIF

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Summit Trading L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Credit Opportunities Master Fund I L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Kicking Horse L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Strategic Credit Master Fund L.P.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

BlueMountain Timberline Ltd.

By: BlueMountain Capital Management, LLC, its Investment Manager

By: /s/ DAVID M. O'MARA

Name: David M. O'Mara

Title: Deputy General Counsel

TRANSFeree:

MARNEU HOLDING COMPANY

By: /s/ PHILIPPE D. KATZ

Name: Philippe D. Katz

Title: Partner

KF INVESTORS LLC

By: /s/ PHILIPPE D. KATZ

Name: Philippe D. Katz

Title: Partner

Schedule of Shareholdings and Transfers

Transferor	Total Shares	Registered Shares	Legended Shares	Transferee	Total Transferred Securities	Purchase Price
Blue Mountain Credit Alternatives Master Fund L.P.	486,837	486,837	0	Marneu Holding Company	486,837	\$ 5,233,497.75
BlueMountain Monteners Master Fund SCA SICAV- SIF	110,312	110,312	0	Marneu Holding Company	110,312	\$ 1,185,854.00
BlueMountain Guadalupe Peak Fund L.P.	8,851	8,851	0	Marneu Holding Company	8,851	\$ 95,148.25
BlueMountain Guadalupe Peak Fund L.P.	22,305	22,305	0	KF Investors LLC	22,305	\$ 239,778.75
BlueMountain Distressed Master Fund L.P.	57,540	57,540	0	KF Investors LLC	57,540	\$ 618,555.00
BlueMountain Summit Trading L.P.	79,048	79,048	0	KF Investors LLC	79,048	\$ 849,766.00
BlueMountain Credit Opportunities Master Fund I L.P.	310,484	310,484	0	KF Investors LLC	310,484	\$ 3,337,703.00
BlueMountain Kicking Horse L.P.	41,009	41,009	0	KF Investors LLC	41,009	\$ 440,846.75
BlueMountain Strategic Credit Master Fund L.P.	43,109	43,109	0	KF Investors LLC	43,109	\$ 463,421.75
BlueMountain Timberline Ltd.	52,922	52,922	0	KF Investors LLC	52,922	\$ 568,911.50
Total	<u>1,212,417</u>	<u>1,212,417</u>	<u>0</u>		<u>1,212,417</u>	<u>\$ 13,033,482.75</u>

Joint Filing Agreement

This Schedule 13D (the "Statement") is filed on behalf of each of the following reporting parties: Moses Marx and Momar Corporation (individually, a "Reporting Party" and collectively, "Reporting Parties"). Each Reporting Party hereby agrees and consents to the joint filing of the Statement on behalf of each Reporting Party pursuant to Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended. Each Reporting Party represents that he or it, as the case may be, is eligible to file the Statement. Each Reporting Party understands that he or it, as the case may be, is responsible for the timely filing of the Statement and any amendments thereto and for the completeness and accuracy of the information concerning such Reporting Party contained in the Statement; each Reporting Party understands that he or it, as the case may be, is not responsible for the completeness or accuracy of the information concerning the other Reporting Party making this filing unless such Reporting Party knows or has reason to believe that such information is inaccurate. The Statement and this Joint Filing Agreement may be executed in more than one counterpart.

Date: 5/2/17

/s/ Moses Marx
MOSES MARX

Date: 5/2/17

MOMAR CORPORATION

By: /s/ Moses Marx
Name: Moses Marx
Title: President

Date: 5/2/17

MARNEU HOLDING COMPANY

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Partner

Date: 5/2/17

UNITED EQUITIES COMMODITIES COMPANY

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Partner

Date: 5/2/17

111 JOHN REALTY CORP.

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Secretary

Date: 5/2/17

K.F. INVESTORS LLC

By: /s/ Philippe D. Katz
Name: Philippe D. Katz
Title: Manager
